

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Chloe J. Sykes, Esq. (SBN 349693)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
csykes@lelawfirm.com

Attorneys for Plaintiffs MANUEL PEREZ DURAN,
ULISES SANTIAGO, GIOVANNI MARQUEZ,
BRIAN ANDERSON, CORY ALLSHOUSE
on behalf of themselves and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

MANUEL PEREZ DURAN, ULISES
SANTIAGO, GIOVANNI MARQUEZ, BRIAN
ANDERSON, CORY ALLSHOUSE on behalf of
themselves and current and former aggrieved
employees

Plaintiffs,

vs.

E. & J. GALLO WINERY; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **25STCV29433**

PAGA ACTION

**PLAINTIFFS MANUEL PEREZ
DURAN, ULISES SANTIAGO,
GIOVANNI MARQUEZ, BRIAN
ANDERSON, CORY ALLSHOUSE’S
COMPLAINT FOR:**

**1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiffs MANUEL PEREZ DURAN, ULISES SANTIAGO, GIOVANNI
MARQUEZ, BRIAN ANDERSON, CORY ALLSHOUSE ("Plaintiffs"), who alleges and
complains against Defendants E. & J. GALLO WINERY; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

1 (“PAGA”) representative action brought by Plaintiffs on behalf of the State of California,
2 themselves and other current and former aggrieved employees of Defendants who worked as hourly
3 non-exempt employees in California during the relevant time period seeking civil penalties
4 associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages
5 for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay;
6 failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all
7 legally required and/or compliant meal periods or pay meal period premium wages; failure to
8 authorize or permit all legally required and/or compliant rest periods or pay rest period premium
9 wages; statutory penalties for failure to timely pay earned wages during employment; statutory
10 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
11 form of continuation wages for failure to timely pay employees all wages due upon separation of
12 employment. Plaintiffs seek on a representative basis, following notice to the Labor and Workforce
13 Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
14 2699(g)(1) and costs brought on behalf of Plaintiffs, the State of California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiffs and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiffs' lawsuit seeks
18 civil penalties on behalf of themselves, all other current and former aggrieved California-based
19 hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars
20 (\$25,000); Defendants employed Plaintiffs and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to all other current and former aggrieved
22 California-based hourly non-exempt employees occurred in locations throughout California,
23 including but not limited to Los Angeles County, at 2700 S Eastern Ave, Commerce, CA 90040.

24 **III. PARTIES**

25 1. Plaintiffs bring this action as a representative of the Labor and Workforce
26 Development Agency on behalf of themselves and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiffs and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will work

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiffs are and were domiciled and are residents and citizens of California and were
4 employed by Defendants in an hourly position at Defendants' location.

5 2. Defendants employed Plaintiffs DURAN as an hourly non-exempt employee from
6 in or around July 12, 2006, until or about currently.

7 3. Defendants employed Plaintiffs SANTIAGO as an hourly non-exempt employee
8 from in or around January 22, 2028, until on or about currently.

9 4. Defendants employed Plaintiffs MARQUEZ as an hourly non-exempt employee
10 from in or around August 2018 until on or about currently.

11 5. Defendants employed Plaintiffs ANDERSON as an hourly non-exempt employee
12 from in or around August 1997 until on or about currently.

13 6. Defendants employed Plaintiffs ALLSHOUSE as an hourly non-exempt employee
14 from in or around January 22, 2018, until on or about currently.

15 7. Plaintiffs are informed and believe and thereon allege that Defendant E. & J. GALLO
16 WINERY is authorized to do business within the State of California and is doing business in the
17 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
18 persons acting on behalf of Defendant E. & J. GALLO WINERY in the establishment of, or
19 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant E. & J.
20 GALLO WINERY operates in Los Angeles County and employed aggrieved employees in Los
21 Angeles County, including but not limited to, at 2700 S Eastern Ave, Commerce, CA 90040.

22 8. Plaintiffs are informed and believe and thereon allege that Defendants DOES 1
23 through 50 are corporations, or are other business entities or organizations of a nature unknown to
24 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
25 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
26 working conditions of employment of Plaintiffs and aggrieved employees.

27 9. Plaintiffs are informed and believe and thereon allege that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued

1 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
2 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
3 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
4 Industrial Welfare Commission's wage orders regulating hours and days of work.

5 10. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
6 Plaintiffs sue said defendants by said fictitious names, and will amend this complaint when the true
7 names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
8 permitted by law or by the Court. Plaintiffs are informed and believe that each of the fictitiously
9 named defendants is in some manner responsible for the events and allegations set forth in this
10 complaint.

11 11. plaintiffs make the allegations in this complaint without any admission that, as to any
12 particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs
13 reserves all of Plaintiffs' right to plead in the alternative.

14 **FIRST CAUSE OF ACTION**

15 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
16 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

17 **(Against all Defendants by Plaintiffs on behalf of Themselves, the State of California, and**
18 **Other Current and Former Aggrieved Employees)**

19 12. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

20 13. During Plaintiffs' employment and continuing through the present, Plaintiffs allege
21 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, and 1198 and
22 the applicable Wage Orders.

23 14. Specifically, Defendants have committed the following violations of California
24 Labor Code:

25 15. **Failure to pay wages for all hours worked at the legal minimum wage:**
26 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
27 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
28 which includes all time that an employee is under control of the employer and all time the employee

1 is suffered and permitted to work. This includes the time an employee spends, either directly or
2 indirectly, performing services which inure to the benefit of the employer.

3 16. Labor Code sections 1194 and 1197 require an employer to compensate employees
4 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
5 Wage Orders.

6 17. In this case, Plaintiffs and other current and former aggrieved California-based
7 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
8 having worked. Specifically, Defendants failed to pay Plaintiffs and other current and former
9 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
10 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
11 not limited to:

12 (a) Requiring Plaintiffs and other current and former aggrieved California-based hourly
13 non-exempt employees to arrive line up and wait to undergo and undergo off-the-clock COVID-19
14 temperature checks prior to being permitted to clock-in for their start shift.

15 18. Therefore, Defendants suffered, permitted, and required Plaintiffs and other current
16 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
17 control without paying wages for that time. This resulted in Plaintiffs and other current and former
18 aggrieved California-based hourly non-exempt employees working time for which they were not
19 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
20 Wage Order.

21 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
22 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
23 their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer
24 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
25 is under control of the employer and all time the employee is suffered and permitted to work. This
26 includes the time an employee spends, either directly or indirectly, performing services that inure to
27 the benefit of the employer.’

28 20. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
2 hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
4 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
5 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
6 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
7 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
8 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
9 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
10 employee.

11 Labor Code section 510.

12 21. In this case, Defendants failed to pay Plaintiffs and other current and former
13 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
14 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

15 (a) Requiring Plaintiffs and other current and former aggrieved California-based hourly
16 non-exempt employees to arrive line up and wait to undergo and undergo off-the-clock COVID-19
17 temperature checks prior to being permitted to clock-in for their start shift.

18 22. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
19 rate at which an employee is employed shall be deemed to include all remuneration for employment
20 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
21 Enforcement Policies and Interpretations Manual, Section 49.1.2.

22 23. In this case, Plaintiffs allege that when they and other current and former aggrieved
23 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
24 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
25 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
26 policy, practice, and/or procedure of failing to include all remuneration such as shift differential pay
27 and quarterly bonuses for example, when calculating Plaintiffs' and other current and former
28 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of
29 paying overtime.

30 24. The foregoing policies, practices, and/or procedures resulted in time during each
31 workday that Plaintiffs and other current and former aggrieved California-based hourly non-exempt

1 employees were under the control of Defendants but were not compensated. To the extent that the
2 foregoing uncompensated time occurred when Plaintiffs and other current and former aggrieved
3 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
4 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
5 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
6 sections 510, 1194 and 1198, and the applicable Wage Order.

7 25. **Failure to pay wages to hourly non-exempt employees for workdays that**
8 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
9 **pay period premium wages:** Plaintiffs and other current and former aggrieved California-based
10 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
11 shifts of more than ten (10) hours in length.

12 26. California law requires an employer to authorize or permit an employee an
13 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
14 all duties and the employer relinquishes control over the employee's activities prior to the
15 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 8 at §11;
16 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
17 an employee for a work period of more than ten (10) hours per day without providing the employee
18 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
19 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
20 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
21 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
22 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

23 27. If an employer fails to provide an employee a meal period in accordance with the
24 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
25 for each workday that a legally required and compliant meal period was not provided. Labor Code
26 sections 226.7 and 1198; Wage Order 8 at §11.

27 28. In this case, Defendants failed to authorize or permit legally required and compliant
28 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-

1 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
2 limited to:

3 (a) Failing to provide Plaintiffs and other current and former aggrieved California-based
4 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
5 (30) minutes for each workday that Plaintiffs and other current and former aggrieved California-
6 based hourly non-exempt employees work shifts over ten (10) hours.

7 29. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
8 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
9 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday
10 that Plaintiffs and other current and former aggrieved California-based hourly non-exempt
11 employees did not receive legally required and compliant meal periods, in violation of Labor Code
12 section 226.7.

13 30. Finally, on occasions when Defendants paid Plaintiffs and other current and former
14 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
15 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
16 hour of pay at Plaintiffs' and other current and former aggrieved California-based hourly non-
17 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
18 practice, and/or procedure of failing to include all remuneration such as shift differential pay and
19 quarterly bonuses for example, when calculating Plaintiffs' and other current and former aggrieved
20 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying meal
21 period premium wages.

22 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs
23 and other current and former aggrieved California-based hourly non-exempt employees not
24 receiving wages to compensate them for workdays during which Defendants did not provide them
25 with meal periods in compliance with California law.

26 32. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
28 **rest period premium:** Plaintiffs and other current and former aggrieved California-based hourly

1 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

2 33. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
4 section 226.7; Wage Order 8 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
5 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
6 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
7 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
8 Wage Order 8 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
9 Wage Order 8 at §12. Additionally, the rest period requirement “obligates employers to permit –
10 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
11 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
12 duties and relinquish control over how employees spend their time. *Id.*

13 34. If the employer fails to authorize or permit a required rest period, the employer must
14 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
15 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
16 Order 8 at § 12.

17 35. In this case, Defendants failed to authorize or permit all legally required and
18 compliant rest periods to Plaintiffs and other current and former aggrieved California-based hourly
19 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
20 limited to:

21 (a) Failing to provide Plaintiffs and other current and former aggrieved California-based
22 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
23 or major fraction thereof.

24 36. Additionally, Plaintiffs alleges that Defendants maintained a policy, practice, and/or
25 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
26 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
27 workday they did not receive legally required and compliant rest periods, in violation of Labor Code
28 section 226.7.

1 37. Finally, on occasions when Defendants did pay Plaintiffs and other current and
2 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
3 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one
4 (1) additional hour of pay at Plaintiffs’ and other current and former aggrieved California-based
5 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
6 a policy, practice, and/or procedure of failing to include all remuneration such shift differential pay
7 and quarterly bonuses for example, when calculating Plaintiffs’ and other current and former
8 aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of
9 paying rest period premiums.

10 38. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs
11 and other current and former aggrieved California-based hourly non-exempt employees not
12 receiving wages to compensate them for workdays in which Defendants did not provide them with
13 rest periods in compliance with California law.

14 39. **Failure to timely pay earned wages during employment:** In California, wages
15 must be paid at least twice during each calendar month on days designated in advance by the
16 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
17 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
18 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
19 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
20 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
21 calendar days following the close of the payroll period in which wages were earned. Labor Code
22 section 204(d).

23 40. As a derivative of Plaintiffs’ claims above, Plaintiffs allege that Defendants failed to
24 timely pay Plaintiffs’ and other current and former aggrieved California-based hourly non-exempt
25 employees’ earned wages (including minimum wages, overtime wages, meal period premium wages
26 and/or rest period premium wages), in violation of Labor Code section 204. Defendants’
27 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiffs’ and
28 other current and former aggrieved California-based hourly non-exempt employees’ their earned

1 wages within the applicable time frames outlined in Labor Code section 204.

2 41. **Secret payment of lower wages than designated by statute:** Labor Code section
3 223 provides that, where any statute or contract requires an employer to maintain the designated
4 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
5 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
6 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
7 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
8 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
9 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
10 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

11 42. **Failure to provide complete and accurate wage statements:** Labor Code section
12 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
13 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
14 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
15 employee whose compensation is solely based on a salary and who is exempt from payment of
16 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
17 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
18 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
19 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
20 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
21 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee."

24 43. As a derivative of Plaintiffs' allegations above, Defendants' failure to pay Plaintiffs
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
27 premium wages) rendered Plaintiffs' and other current and former aggrieved California-based
28 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section

226(a)(1, 2, 5 & 9).

44. **Failure to pay employees all wages due at time of termination/resignation:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

45. As a derivative of Plaintiffs' allegations above, because Defendants failed to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

46. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

47. Plaintiffs has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On July 9, 2025, Plaintiffs filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

48. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiffs' PAGA Claim Notice that the LWDA intends to investigate Plaintiffs' claims.

49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover civil penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, 1194, and 1198., During Plaintiffs' employment and continuing through the present, preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

1 1. That Defendants be found to have violated the provisions of the Labor Code and the
2 IWC Wages Orders as to the Plaintiffs and aggrieved employees;

3 2. For any and all legally applicable penalties during the relevant statute of limitations
4 subject to any permissible tolling, including but not limited to those recoverable under the California
5 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

6 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
7 under California Labor Code section 2699(g); and

8 4. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10
11 Dated: October 8, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



12
13
14 By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Chloe J. Sykes, Esq.
Attorneys for Plaintiffs
MANUEL PEREZ DURAN,
ULISES SANTIAGO, GIOVANNI MARQUEZ,
BRIAN ANDERSON, CORY ALLSHOUSE
on behalf of themselves and current and former
aggrieved employees